

ORDINANCE NO. 96-2228

AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF BLAINE, WASHINGTON, ADOPTING THE EAST
BLAINE DEVELOPMENT AGREEMENT.

WHEREAS, the City of Blaine has annexed approximately 1,182 acres known as the "East Blaine Annexation"; and

WHEREAS, developers described in the attached Development Agreement are owners of a large amount of real property (the "Development Property") constituting the bulk of the undeveloped real estate located within the annexed area; and

WHEREAS, the developers and the parties have entered into a long-term agreement with the City which would permit the parties to plan and develop the Development Property in a comprehensive and predictable manner consistent with Chapter 347 Washington Laws 1995, Part 5, Sections 501 through 506 inclusive; and

WHEREAS, the Agreement is consistent with Chapters 36.70A, RCW;
NOW, THEREFORE:

IT IS HEREBY ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLAINE as follows:

SECTION 1: The Development Agreement entered into between the Developers and the City of Blaine, attached hereto in its entirety and incorporated herein, is hereby approved by the City of Blaine.

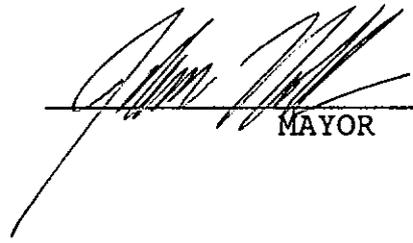
SECTION 2: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3: If any section, subsection, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance.

SECTION 4: This Ordinance shall take effect and be in force from and after its passage by the City Council and approval by the Mayor, if approved, otherwise, as provided by law and five days after the date of posting for publication.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLAINE,
WASHINGTON on the 22 day of January, 1996, and
approved by the Mayor on the same day

CITY OF BLAINE, WASHINGTON



MAYOR

ATTEST:

APPROVED AS TO FORM:



CITY CLERK



CITY ATTORNEY

c.blaine.ordres.95: eastbl.adp

D

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (herein "Agreement") is between the City of Blaine, a municipal corporation, (herein "City") and Keeting & Sons, Inc., a corporation, (herein "Keeting") and Douglas W. Connelly and Loise B. Connelly (herein "Connelly") both of which are referred to collectively herein as "Developers." This Agreement is effective upon adoption of the ordinance approving this Agreement by the City (herein "Date of Agreement").

R E C I T A L S:

1. The City has annexed approximately 1,182 acres known as the East Blaine Annexation (herein the "Annexation Area") and which is more particularly described on Exhibit "A," which is attached hereto and incorporated herein.
2. The Developers are owners of large development properties constituting the bulk of the undeveloped real estate located within the Annexation Area. The real estate owned by Keeting and Connelly is more particularly described on Exhibits "B" and "C", respectively, referred to herein as the "Keeting Parcel" and the "Connelly Parcel", and collectively referred to herein as the "Development Property."
3. Developers are desirous of entering into a long term agreement with the City which would permit them to plan and develop the Development Property in a comprehensive and predictable manner.
4. Chapter 347 Washington Laws, 1995, Part V, Sections 501 - 506, inclusive, authorizes the City and the Developers to enter into this Agreement.
5. The provisions of this Agreement are consistent with applicable development regulations adopted pursuant to Chapter 36.70A RCW.

NOW, THEREFORE, the parties covenant and agree as follows:

1. ANNEXATION. Concurrently with the approval of this Agreement, City agrees to adopt an ordinance annexing the Annexation Area.

2. ZONING. Concurrently with the annexation and approval of this Agreement, City agrees to adopt a new zoning text called Planned Residential as part of the City's code and apply such text to the Annexation Area. Planned Residential zoning shall remain applicable to the Development Property during the term of this Agreement, unless otherwise agreed in writing by the Developers as to their respective ownership. A copy of the Planned Residential text is attached hereto and incorporated herein as Exhibit "D."

3. DEVELOPER'S OBLIGATIONS. Developers agree as follows:

a. To pay the City an annual fee which is equal to the difference between the revenues generated by the Annexation Area and the cost to provide services to this area, until such time as the revenues equal or exceed the costs. Costs for the first year shall be based on the February 9, 1995 FISCAL IMPACT ANALYSIS FOR EAST BLAINE ANNEXATION by Richard Trottier Associates, and the amount for subsequent years shall be negotiated annually for the next three years, and every two years thereafter, based on the formulas in this report and actual cost information. A bond, deed of trust or other surety shall be provided by the Developers prior to annexation to ensure payment of this annual payment over a ten year period.

b. A one-time mitigation fee will be collected from the building permit applicant at the time of each building permit approval to support police and fire protection services for a two year period after construction until property taxes are collected to support these services. This mitigation fee will be based on the formulas and cost information from the fiscal impact analysis, as updated, and may be replaced by a City-wide impact

mitigation fee upon the adoption of an impact mitigation ordinance. These fees will be credited against the payment obligation of Developers identified in Subparagraph 3 a. above.

c. To dedicate aquifer protection areas of sufficient size and location to protect the aquifer recharge function of this area. The exact size and location of these areas shall be determined prior to the approval of any subdivisions or Planned Unit Developments within the Annexation Area. Aquifer protection areas shall include 25 foot corridors on both sides of all creeks or streams. These areas shall be retained for aquifer recharge, wildlife habitat and recreation and shall remain undeveloped except for pedestrian or bicycle trails.

d. To assist the City in obtaining public-rights-of-way or public access easements and utility easements to all properties which do not have legal access and improving these roads to rural road standards by accomplishing the following within six months of annexation.

1) Research deeds for parcels adjoining the following streets: Jerome, Canada View, Rose View, Park View, Poplar View and Cedar View.

2) Prepare dedication deeds for those parcels where public access has not been dedicated and negotiate with property owners to sign these deeds by offering to improve the roads upon dedication.

3) Improve these roads to rural road standards as adopted by the City of Blaine, where dedication of right-of-way has been obtained.

Developers' obligation under this subparagraph is terminated upon completion of construction above.

The City agrees that additional building permits or utility connections will not be issued for parcels which do not have legal access constructed to meet rural road standards and utility easements for utility lines leading to the property.

e. Prior to the time the City assumes fire protection responsibility for the area (projected to be January 1997) Developers agree to install a fire hydrant with 1,000 gpm capacity at 20 psi residual within 800 feet of every house within the annexation area.

f. The Developers shall be responsible for the development and expansion of the necessary utility infrastructure to support development of the Annexation Area subject to the following conditions:

1) Within six (6) months of annexation or prior to approval of any PUDs in the Annexation Area, whichever is sooner, the Developers shall prepare and submit predesign reports (engineering reports) setting forth the infrastructure requirements of the entire Annexation Area. For the below-listed systems, the predesign reports shall be completed per the appropriate requirements of WAC and the City of Blaine, and shall set forth alternatives to meet the required improvements for service demands of the Annexation Area, including but not limited to:

Water: Supplies, storage, transmission and distribution;

Wastewater: Wastewater treatment plant capacity, and extension of the sewer collection system required;

Drainage: Capacity, location route and timing of detention, retention, infiltration, treatment and conveyance systems;

Streets: Standards, routes and timing of transportation systems, including vehicles, pedestrians, bicycles;

Electrical: Capacities, routes, buy-out or replacement options and timing of electrical system improvements.

These reports shall include schedules for the development and/or extension of the infrastructure, location of scheduled

development, and all applicable costs associated with development known at the time of report preparation.

2) Based on the conditions of the approved predesign report, all developers shall enter into specific agreements which set forth a schedule of improvements for extension of and expansion of the necessary infrastructure to support the proposed developments.

3) Each PUD application shall include plans and specifications for all necessary water, sewer and electrical facilities improvements.

i) All water system facilities shall be designed by a professional engineer registered in the State of Washington. Design and installation of the improvements shall be the property owners responsibility.

ii) Design shall be subject to the Departments of Health and Ecology regulations, American Public Works Association/Department of Transportation specifications, City of Blaine Municipal Code, and construction standards.

iii) Dedication of the improvements together with the necessary easement to the City to provide for egress/ingress and maintenance and repair of the proposed improvements. Drainage facilities shall be dedicated to the City, subject to a maintenance agreement and fee, or have a private maintenance guaranty.

4) Prior to PUD or final plat approval, developers shall pay the identified shares of improvements or phased improvements as listed in the schedule of each design report, all applicable connection fees, and all assessment fees.

5) Development and formalization of a reimbursement agreement (a latecomer agreement between the City of Blaine and those property owner's responsible for system improvements is optional). The agreement will provide for collection and reimbursement of the installation cost from future owners desiring connection to the system.

6) The Developers shall provide sewer laterals to property line of all properties fronting or within 200 feet of any sewer mains installed as a result of the development of the Development Property per BMC 13.08.260.

4. **CITY'S OBLIGATIONS.** City agrees as follows:

a. To exercise good faith to assist Developers in implementing their development plan for the Annexation Area.

b. To permit the Developers utilization of the Latecomer's Agreement in order to recoup their costs of developing required infrastructure to the fullest extent possible. City currently has ordinances on Latecomer Agreements resulting from construction of water and sewer facilities. City agrees to adopt ordinances in the immediate future authorizing Latecomer's Agreements for electrical power, roads and storm drainage facilities.

c. To give reasonable consideration to the utilization of local improvement districts and/or utility local improvement districts as a vehicle to assist the Developers in the construction of the utility infrastructure required for the Annexation Area.

5. **TERM.** The term of this Agreement is thirty (30) years from the Date of Agreement. The parties intend that the Date of Agreement be the effective date for purposes of vesting their respective rights pursuant to Chapter 347, Washington Laws 1995, Part V.

6. **COMMENCEMENT OF PERFORMANCE.** The obligations of the parties provided in Paragraphs 3 and 4 above arise on the effective date of the annexation of the Annexation Area. This effective date may be extended from time to time to accommodate an orderly assumption of jurisdiction over the Annexation Area by City.

7. **APPEALS.** The City agrees to defend any appeals or challenges to the annexation of the Annexation Area and the adoption or approval of ordinances, resolutions and agreements related to it. Primary defense shall be provided and paid for by

Developers pursuant to a cooperative arrangement with the City, where City pays the cost of its own legal representation.

8. RESERVED POWERS. City hereby reserves its authority to impose new or different regulations on the Annexation Area to the extent required by a serious threat to public health and safety.

9. BINDING EFFECT. After recording with the Whatcom County Auditor, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors.

10. NOTICES. All notices or demands to be given by each party to the other pursuant to this Agreement shall be in writing and either personally delivered or deposited in the United States mails, postage prepaid, and addressed as follows:

CITY OF BLAINE
CITY HALL
BLAINE, WA 98230

KEETING & SONS, INC.
C/O VICWOOD DEVELOPMENT CORP.
33650 6TH AVE. S., #103
FEDERAL WAY, WA 98003

DOUGLAS W. & LOISE B. CONNELLY
8092 COMOX ROAD
BLAINE, WA 98230

11. ENTIRE AGREEMENT. This Agreement is a result of extended negotiations and series of proposals and counter-proposals. Each party has been represented by legal counsel. Each party agrees that this Agreement constitutes the entire agreement between the parties with respect to subject matter hereof. This Agreement may be amended and modified by a subsequent written agreement and is not the subject of modifications.

12. SEVERABILITY. If any provision of this Agreement shall be deemed to be null and void or unenforceable by the action of a court of law, such provision shall be severable and not effect the balance of this Agreement, which shall remain in full force and effect.

13. APPLICABLE LAW. This Agreement shall be construed, interpreted and enforced pursuant to the laws of the State of Washington and the parties agree that the Superior Court of Whatcom County shall be the appropriate venue of any suit or proceeding brought with respect to this Agreement.

DATED this 13 day of February, 1996,

CITY OF BLAINE

By: [Signature]
Title - City Mgr.

By: msjdel city Attorney
As to form

KEETING & SONS, INC.

By: [Signature]
Title VP

[Signature]
[Signature]
DOUGLAS W. CONNELLY

[Signature]
[Signature]
LOISE B. CONNELLY

EXHIBIT "A"

LEGAL DESCRIPTION FOR EAST BLAINE ANNEXATION:

Portions of Sections 31, 32, 33, 34, and 35, Township 41 North, Range 1 East of the Willamette Meridian, Whatcom County, Washington, more particularly described as follows:

That portion of Section 31, lying directly South of the Canadian border, described as follows: The Easterly 1210.8 feet of Government Lot 1 lying directly East of the Blaine City Limits.

That portion of Section 32 lying between the Canadian Border and "H" street, EXCEPT for the Plat of Hansons Subdivision as recorded in Volume 9 of the Book of Plats, Page 127, recorded in Whatcom County, Washington.

All of Sections 33 and 34 lying between the Canadian Border and "H" Street.

That portion of Section 35 lying between the Canadian Border and "H" Street, described as follows, Government Lot 4 and the West Half of the Southwest Quarter of Said Section 35.

TOGETHER with the right of ways of all streets and roads within the described Sections and the right of way of "H" Street Road, Whatcom County Road No. 78, abutting the aforesaid parcels in section 32, 33, 34, and 35.

Comprising an area of approximately 1,182 acres.

EXHIBIT "B"

KEETING PARCEL

LEGAL DESCRIPTION

THAT PORTION OF TOWNSHIP 41 NORTH, RANGE 1 EAST, W.M., LYING WITHIN WHATCOM COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

THAT PORTION LYING WITHIN SECTION 33 OF T41N, R1E, DESCRIBED AS FOLLOWS:

THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER EXCEPT THAT PORTION DESCRIBED AS THE BORDER SHORT PLAT, AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, AND THAT PORTION OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER LYING SOUTH OF THE CANADIAN BORDER.

THAT PORTION LYING WITHIN SECTION 34 OF T41N, R1E, DESCRIBED AS FOLLOWS:

THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, AND THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, AND THE NORTH HALF OF THE SOUTHWEST QUARTER, AND THAT PORTION OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER LYING SOUTH OF THE CANADIAN BORDER EXCEPT THE 4.56 ACRES AS RECORDED UNDER A.F.# 1275154, AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, AND THE NORTH HALF OF THE SOUTHEAST QUARTER, AND THAT PORTION OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER LYING SOUTH OF THE CANADIAN BORDER

THAT PORTION LYING WITHIN SECTION 35 OF T41N, R1E, DESCRIBED AS FOLLOWS:

THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER LYING SOUTH OF THE CANADIAN BORDER.

EXHIBIT "C"

CONNELLY PARCEL

LEGAL DESCRIPTION

BEGINNING AT THE SOUTH ONE QUARTER CORNER OF SECTION 32 TOWNSHIP 40 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN; THENCE N 00°15'44" E 661.59 FEET TO THE POINT OF BEGINNING; THENCE S 88°28'19" E 1319.24 FEET; THENCE S 00°25'43" W 3.71 FEET; THENCE S 88°38'38" E 330.04 FEET; THENCE S 00°25'43" W 630.08 FEET; THENCE S 88°38'38" E 658.03 FEET; THENCE N 00°33'06" E 633.13; THENCE S 88°36'23" E 309.81 FEET; THENCE N 00°35'32" E 662.92 FEET; THENCE N 88°34'09" W 397.46 FEET; THENCE N 00°35'32" E 417.46 FEET; THENCE S 88°34'09" E 397.46 FEET; THENCE N 00°35'32" E 368.15 FEET; THENCE N 88°36'50" W 188.73 FEET; THENCE N 00°35'32" E 208.73 FEET; THENCE N 88°36'50" W 1115.26 FEET; THENCE S 00°25'42" W 331.12 FEET; THENCE N 88°35'56" W 1122.99 FEET; THENCE S 00°15'44" W 800.16 FEET; THENCE N 88°35'56" W 200.04 FEET; THENCE S 00°15'44" W 523.03 FEET TO THE POINT OF BEGINNING; SUBJECT TO: PERPETUAL EASEMENT FOR WATER LINE IN FAVOR OF CITY OF BLAINE RECORDED UNDER AF# 900809012.

ALSO AND INCLUDING THE EAST 155.00 FEET OF THE WEST ONE HALF OF THE SE ONE QUARTER OF THE SW ONE QUARTER OF THE SE ONE QUARTER OF SAID SECTION 32.

CONTAINS 93.2 ACRES.

EXHIBIT "D"

City of Blaine

Chapter 17.48~~4A~~

PLANNED RESIDENTIAL

Sections:

- 17.48.010 Purpose.
- 17.48.020 Permitted uses.
- 17.48.030 Accessory uses.
- 17.48.040 Conditional uses.
- 17.48.050 Maximum density, Minimum lot size.
- 17.48.060 Setback, land coverage, height, width.
- 17.48.070 Off-street parking.
- 17.48.080 Modification to PUD Section 17.54

17.48.010 Purpose

A. The intent of this zone is to promote an orderly transition from a rural to residential development, to encourage land uses and associated densities which will be complementary with existing rural densities, while allowing reasonable transition uses of the properties. In addition, it is the intent of this zone to provide the opportunity for the development of building sites which will maximize the efficient use of both energy and land use by allowing an option for clustering of residential lots. (17.14.050)

Flexibility of residential unit types, density and mix is allowed in order to provide major open space systems and to retain the wetlands, streams, aquifer recharge areas, and wildlife habitat corridors in as natural a state as possible. The performance standards in the zone require the preparation of a planned unit development for the development to achieve the flexibility of residential unit types and commercial accessory uses, and to provide a guide to phasing any future project.

B. The purpose of this planned approach is the same as those in Chapter 17.54, planned unit development district. Developments under this chapter shall be subject to the procedures for application and approval described in Chapter 17.54.

17.48.020 Permitted uses. Permitted uses in the planned residential zone are:

A. Single-family detached dwellings;

B. Single-family attached dwellings provided that public sewer, water, stormwater collection (quality) and retention (quantity) facilities serve the site, not more

than four units are attached, and the number of dwelling units conforms to the density requirements of the District.

- C. Garden and plant nurseries;
- D. Raising of crops and livestock, excluding dairy farming.
- E. Non-commercial neighborhood parks and public recreation facilities.
- F. Agriculture including animal husbandry, horticulture, viticulture, floriculture, silviculture and beekeeping.

17.48.030 Accessory uses. Garages, home occupations, swimming pools, and other uses customarily incidental to the permitted uses are accessory uses in the planned residential zone.

17.48.040 Conditional uses.

- A. Kennels
- B. Public and community facilities including police and fire stations, libraries, community centers, recreation facilities, and other similar non-commercial uses.
- C. Public schools; and parochial or private schools, provided such schools shall be approved by the State Superintendent of Public Instruction.
- D. Churches, educational and religious training institutions, summer camps, and cemeteries.
- E. Retirement, boarding and convalescent homes; social and health rehabilitation centers, child and adult care centers in a building not used as a primary residence except as it relates to the owner or manager of said facility; and other health related services consistent with the purpose of the district.
- F. Neighborhood grocery stores, drug store, barber/beauty shop, laundromat or restaurant; provided that:
 - (1) The gross commercial floor area per building shall not exceed 8,000 square feet, including sales and storage areas. No single use or business within the 8,000 square foot area shall exceed 2,500 square feet.
 - (2) Storage areas shall be located entirely within the structure; however, outside trash receptacles shall be enclosed and screened from public view;
 - (3) Hours of operation shall be limited to 7:00 a.m. through 11:00 p.m.;

- (4) Height of the building shall not exceed 25 feet from the average grade;
- (5) The site shall be full fronting on two or more improved public roads or streets;
- (6) All lighting shall be designed and installed to prevent the illumination of adjacent properties during business hours; however, security lighting may be permitted during non-business hours if it is designed to prevent the illumination of adjacent properties;

G. One accessory apartment per single family detached residence.

- (1) There shall be not more than one accessory apartment per lot;
- (2) The owners of the lot shall occupy one of the dwelling units on the premises;
- (3) Adequate provision has been made for the disposal of sewage, waste and drainage generated by the occupancy of such accessory apartment;
- (4) There shall be only one front entrance to the house visible from the front yard and street;
- (5) The accessory apartment shall be clearly a subordinate part of an existing building attached by a common wall, floor or ceiling and not simply by an attached breezeway or porch, and there shall be no external evidence of occupancy of more than one dwelling unit; and
- (6) The accessory apartment shall be no larger than 35% of the original square footage of the existing dwelling unit and all existing building setbacks and lot coverage requirements shall be existing regulations.

H. Bed and breakfast lodgings (Title 17.55)

17.48.050 Maximum Density, Minimum Lot Size, Width and Depth. For the purpose of creating new building lots within the Planned Residential District, several land use densities are herein provided. The minimum lot size requirements for new construction vary according to the method of subdivision, as well as whether or not public sewer, water, stormwater collection and retention facilities serve the project site. The minimum lot size allowed outright shall be one unit in five (5) acres for a single family dwelling unit; however, if the property is served by public sewer, water, stormwater quality and quantity drainage facilities, and is designed under Blaine's planned unit

development ordinance, then the maximum average density shall be four units per acre excluding any density bonus allowed by existing ordinance.

17.48A.060 Setback--Land Coverage--Height--Lot width. Those properties not developed under a planned unit development shall have the following setbacks: A. Front, 25 feet; B. Rear, 30 feet; C. Side, eight feet on each side. Height limit is 30 feet. Maximum land coverage is 35% and minimum lot width shall be 75 feet.

Those properties developed as a planned unit development shall have setbacks, land coverage, and lot width established and approved as part of the planned unit development process. Height limit is 35 feet or three stories. The minimum open space requirements under the lot cluster provision shall be 20% and any deviation from this provision shall only be allowed at the discretion of the planning director or city planner. Critical areas shall be considered part of the open space area in order to protect them from human activity.

17.48.070 Off-street parking. Off-street parking for the Planned Residential zone shall be provided in accordance with specifications in Chapter 17.58, parking and loading, or as modified in the approved plan for the zone.

17.48A.080 Modifications and reinforcement to the Planned Unit Development standards.

A. A planned unit development must be approved by the Planning Commission and City Council prior to the issuance of any development permits on the site (per Chapter 17.54). If the entire area of Planned Residential zone is not included in the planned unit development, the relationship to existing uses or areas not included must be indicated and considered in the overall plan.

The plan shall contain reports, maps, sketches and supporting documents to adequately describe the applicant's proposal. The scope of the needed reports, and their process and schedule of review and approval would be established and monitored by the planning coordinating committee. Written documents required for the master plan should include, but are not limited to, the following:

1. Description of existing site conditions including but not limited to topography, watercourses, soils/geologic conditions, unique natural and built features, forest cover, wetlands, wildlife corridors and aquifer recharge areas and other items required to fully understand the site. Supplementary reports may be included for reference;
2. Phasing of the development including at least the location, use, density, extent, or amount by each phase; general timing (ranges); and reasonable security devices to assure projects approved in each phase are completed.

3. Economic feasibility studies or market analyses necessary to evaluate phasing proposals and fiscal impact on the city;

4. Other documentation required by the Planning Commission or City Council.

B. An environmental checklist for each phase of the development, as defined in the State Environmental Policy Act. will be done for the overall planned unit development evaluating the impact of the above items.

C. The Planning Commission shall use the above criteria in review of planned unit development plans in the Planned Residential Zone and shall indicate results of the review in their recommendations to the City Council

D. Planned unit development proposals in an aquifer recharge area shall be evaluated for their potential adverse impacts on ground water quality and quantity. The SEPA official shall review the SEPA checklist and submit to the Commission or Council a SEPA threshold determination. The SEPA official shall use all available sources of information when reviewing a project for potential ground water contamination in aquifer recharge areas. The Commission or Council shall condition any project to minimize the potential contamination from such sources.